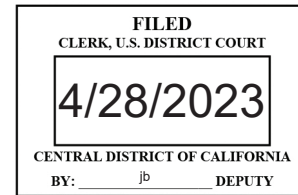


DAVID K. WILLINGHAM, (SBN 198874)
dwillingham@kslaw.com
KING & SPALDING LLP
633 West Fifth Street, Suite 1600
Los Angeles, CA 90071
Telephone (213) 218-4005



Attorney for Defendant *Terren Scott Peizer*

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

UNITED STATES OF AMERICA,

Plaintiff,

v.

TERREN SCOTT PEIZER,

Defendant.

CASE NO. 23-CR-00089-DSF

**MISCELLANEOUS FILING BY
DEFENDANT TERREN SCOTT PEIZER
REGARDING CONDITIONS OF
RELEASE**

1 On March 1, 2023, the parties appeared and agreed to Defendant Terren Scott
2 Peizer's conditions of release, which included a \$10,000,000 bond secured by two
3 properties, in the amounts of \$1,000,000 and \$9,000,000. *See* CR 9. Specifically, the
4 parties agreed that \$1,000,000 would be secured by a property owned by third party surety,
5 Amy Snyder, and the remaining \$9,000,000 would be secured by defendant's residence
6 located in Puerto Rico. *Id.* As reflected in the Conditions of Release, all conditions of bond
7 were to be posted by March 15, 2023. *See id.*

8 On March 14, 2023, the parties filed a stipulation and proposed order to modify the
9 conditions of Defendant Terren Scott Peizer's conditions of release. *See* CR 20.
10 Specifically, for the reasons stated therein, the parties stipulated to: (1) a change in surety
11 for the \$1,000,000 portion of Mr. Peizer's bond from Ms. Amy Snyder to Mr. Jeffrey
12 Brown, to be secured by the residence of Jeffrey Brown and his wife; (2) to extend the time
13 for Mr. Peizer to post the property securing the \$1,000,000 of Mr. Peizer's bond from March
14 15, 2023 to March 22, 2023; and (3) to extend the time to post defendant's property in
15 Puerto Rico securing \$9,000,000 of Mr. Peizer's bond from March 15, 2023 to April 21,
16 2023, with Mr. Peizer posting an interim cash bond in the amount of \$2,000,000 on or
17 before March 22, 2023 (which would remain posted up to and until the Puerto Rico Property
18 is posted). On March 16, 2023, the Court ordered the modification of Mr. Peizer's
19 conditions of release consistent with the parties' stipulation. *See* CR 21.

20 Pursuant to the Court's March 16, 2023 Order, on March 21, 2023, Mr. Peizer posted
21 an appearance bond in the amount of \$1,000,000 secured by the residence of third party
22 surety Jeffrey Brown. Also on March 21, 2023, Mr. Peizer posted cash belonging to him
23 in the amount of \$2,000,000 as additional security for his bond. *See* CR 24, 26.

24 On April 21, 2023, the parties filed a stipulation and proposed order to further modify
25 the conditions of Mr. Peizer's release. *See* CR 43. Specifically, for the reasons stated
26 therein, the parties stipulated to (a) change the total amount of Mr. Peizer's appearance bond
27 from \$10,000,000 to \$3,000,000, with \$1,000,000 secured by the residence of third party
28 surety Jeffrey Brown, and \$2,000,000 in cash belonging to Mr. Peizer as additional security

1 for his bond; and (b) to remove the requirement that Mr. Peizer post his property in Puerto
2 Rico as a condition of his release.

3 On April 24, 2023, the Court ordered the modification of Mr. Peizer's conditions of
4 release consistent with the parties' stipulation. See CR 45. On April 27, 2023, the
5 Honorable Alicia G. Rosenberg approved Mr. Peizer's \$3,000,000 appearance bond. See
6 CR 48. However, as reflected in CR 50, one day prior, on April 26, 2023, the Honorable
7 Jean P. Rosenbluth had declined to approve Mr. Peizer's \$3,000,000 bond because "no
8 current information on the \$200,000 line of credit has been provided." See CR 50. Thus,
9 out of an abundance of caution, and notwithstanding the approval of Mr. Peizer's bond on
10 April 27, 2023 by the Honorable Alicia G. Rosenberg, Mr. Peizer respectfully submits as
11 Exhibit A to this filing the information requested by the Honorable Jean P. Rosenbluth
12 regarding the \$200,000 line of credit.

13
14 Respectfully submitted,

15 Dated: April 28, 2023

KING & SPALDING LLP

16
17 By: /s/ David K. Willingham
18 David K. Willingham
19 Attorney for Terren Scott Peizer
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EXHIBIT A

EQUILINE

U.S. BANK 0926
 CALABASAS CA
 PO BOX 4493
 PORTLAND OR 97208-4493



000002398 01 AB 0.507 106481718168614 P Y
 JEFFREY BROWN

Account Summary Apr. 20, 2023

Account Number:
 End of Draw Date: Nov. 10, 2031
 Maturity Date: Nov. 10, 2051
 Approved Credit Line: \$200,000.00
 Principal Balance*: \$0.00
 Available Credit: \$200,000.00

Total Minimum Amt. Due: \$0.00
Payment Due Date: May 10, 2023

*If you do not pay the Total Minimum Amount by the Payment Date, you may be subject to late charges which will appear on your next statement.
 * The Principal Balance is not the final payoff amount. Contact 24-Hour Banking at 1-800-USBANKS for payoff amount.*

Statement Continues on Next Page



AUTOMATIC PAYMENT NOTICE



Equal Housing Lender

Account Nbr:
 Statement Date: Apr. 20, 2023
 JEFFREY BROWN

**Address Change? Visit your branch, call 24-Hour
 Banking at 800-USBANKS, or visit www.usbank.com**

The minimum payment due (original contractual amount) or your authorized automatic payment amount will be withdrawn from your account on the payment due date

Automatic Payment From:
 Checking Account No. Ending In ****9212

U.S. BANK 0926
 CALABASAS CA
 PO BOX 4493
 PORTLAND OR 97208-4493



Payment Due Date May 10, 2023

AMOUNT DUE	\$ 0 . 0 0
AMOUNT To Be Withdrawn	\$. 0 0

For information on making additional or principal payments please contact us at 800-USBANKS (800-872-2657) or usbank.com

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Apr. 20, 2023

IMPORTANT MESSAGES

If you are facing challenges making your mortgage payment, we are here to help. Please call us at 888-287-7817 to discuss assistance options. If you have already requested assistance, please call 800.USBANKS (800.872.2657) for the latest status of your account. To find a HUD-certified counseling organization in your area who can provide assistance, as well as possible translation or other language services, contact HUD at 800.569.4287 or visit their website at www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm.

Get instant access to your account.

❖ Go Paperless - eliminate clutter with Online Statements.
❖ Pay your account and view balance details with the U.S. Bank mobile app.
❖ Scan this code with your phone's camera to download the U.S. Bank Mobile app.



Making a payment? Visit www.usbank.com. Paying by Phone? call 800.USBANKS (800.872.2657).

Please do not send in cash or postdated checks. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Your checking account will be debited in the amount on the check and that check will be destroyed. If you have questions, or if you wish to decline the electronic payment service, please call 800-USBANKS (800-872-2657). If you have already informed us of your choice, it remains in effect. Thank you for choosing U.S. Bank. We look forward to meeting all of your future financial needs.

Payments received before 5:00 p.m. Central Time at our Payment Processing Center will be applied to your account effective the same business day. Payments received after the cutoff time, or on weekends or legal holidays, will be applied to your account the next business day.

How Your Payment is Applied

The statement date or closing date of the billing cycle is April 20, 2023. Payments received after that date will satisfy any minimum amounts due as disclosed on the last page of this statement. Any additional payment you make prior to the next billing cycle will first be applied to any outstanding fees and charges, if applicable, and next to principal balance(s). Payments received and noted as principal only, will be applied as a principal only payment. Please note that additional payments you make prior to receiving your statement may not satisfy your next payment due. If you have questions, call 800-USBANKS (872.2657).

If you were eligible for and chose the Interest Only payment option for your U.S. Bank Home Equity Line of Credit, the minimum monthly payment amount will not reduce the principal balance owed. At the time your line of credit reaches the End of Draw Date, the minimum monthly payment amount due will increase to include both principal and interest in order to pay off the balance owed by the Maturity Date. The increase in the new monthly payment amount may be substantial compared to the Interest Only amount.

After a payment has been made, we reserve the right to withhold available advances in the amount of the principal portion of the payment up to 7 business days from the date we receive the payment. Any credit available before the payment is received will continue to be available for advances during this time.

Accounts with automatic withdrawal: The amount being withdrawn from your checking account may be less than the amount required to bring your account current. Your automatic withdrawal will be cancelled if your payment has been returned due to insufficient funds for 3 consecutive payments. A payment returned due to this reason may be assessed a fee which will be reflected on your Monthly Billing Statement. You can manage your automatic payments online at usbank.com.

Statement Continues on Next Page



Equal Housing Lender

TO CONTACT U.S. BANK**In Case of Errors or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, please write to us at U.S. Bank, P.O. Box 3528, Oshkosh, WI 54903-3528 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us toll free at 800.USBANKS (872.2657), but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule for Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

Our Complaint Process: Please submit any mortgage loan foreclosure or foreclosure alternative process related complaint to: U.S. Bank, Attention: Customer Advocacy, P.O. Box 211259, Eagan, MN 55121; or you may contact us directly Monday through Friday 8:00 am - 5:00 pm CST at 855-211-4872. Your submission should include the name of each borrower and the loan number.

Consumer Report Disputes

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected on your credit report. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: CBDH Management, P.O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address, and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

Notice to Borrowers who entered into a Forbearance Plan

This statement does not reflect the total forbearance deferred balance on the account. For balance information, please contact us at 855.698.7627.

VARIABLE RATE LINE: CURRENT RATE: 8.0000 % AS OF APR 20, 2023

Maturity Date		Current Principal Balance		\$0.00	
Transaction Summary	<i>Date</i>	<i>Transaction Description</i>	<i>Principal</i>	<i>Interest</i>	<i>Other</i>
	03/22/23	Beginning Balance	\$0.00		
	03/23/23	Rate changed to 8.000%			
	04/20/23	Ending Balance	\$0.00		

Statement Continues on Next Page



Equal Housing Lender



Apr. 20, 2023

FINANCE CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Finance Charge Summary	Annual Percentage Rate (APR)	Daily Periodic Rate	Balance Subject to Interest Rate	Number of Days	Finance Charge
	7.750%	0.02123%	\$0.00	1	\$0.00
	8.000%	0.02192%	\$0.00	29	\$0.00

Balance Subject to Interest Rate means the average daily balance used to calculate the Finance Charge. We compute your Finance Charge by applying the Daily Periodic Rate to your ending daily balance. To get the ending balance, we take the beginning daily balance, then add any new advances and subtract any payments or credits posted that day. To verify the Finance Charge for this statement, multiply each of the disclosed Average Daily Balances by the number of days the applicable Daily Periodic Rate was in effect, then multiply each of these results by the applicable Daily Periodic Rate and add these totals together. When using the calculation, the Finance Charge may be slightly lesser or greater than stated due to rounding. The Daily Periodic Rate may vary if this is a variable rate account.

CURRENT MINIMUM AMOUNT DUE

Amount Due Summary **Payment Due Date** May. 10, 2023

VARIABLE RATE LINE:

Principal Due \$0.00
Interest Due \$0.00
Total Due VARIABLE RATE LINE: **\$0.00**

Total Minimum Amount Due **\$0.00**

End of Statement



Equal Housing Lender